

# SOLICITATION FOR OFFERS

THE GENERAL SERVICES ADMINISTRATION

IN  
NORTHERN VIRGINIA

CONTRACTING OFFICER: Ms. Tawanda Beverly

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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## **1.0 SUMMARY**

### **1.1 AMOUNT AND TYPE OF SPACE (SEP 2000)**

- A. The General Services Administration (GSA) is interested in leasing approximately 245,000 ANSI/BOMA Office Area (previously Usable) of office and related space. The rentable space shall not exceed 278,700 BOMA rentable square feet, available for use by tenant for personnel, furnishings, and equipment. Floor plates shall be a minimum of 26,000 ANSI/BOMA Office Areas. Refer to the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this Solicitation for Offers (SFO). Rent shall include sixteen (16) reserved parking spaces for the tenant's use.
- B. The Offer shall 1) be for space located in a quality building of sound and substantial construction as described in this SFO, 2) have a potential for efficient layout, 3) be within the square footage range to be considered, and 4) be in compliance with all of the Government's minimum requirements set forth herein. This is a Prospectus-Level procurement. All square footage and dollar amounts listed in the Prospectus are the maximum that will be authorized. For purposes of this SFO, the definition of ANSI/BOMA Office Area square feet is in the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS section of this SFO.
- C. To demonstrate potential for efficient layout, the Offeror may be requested to provide a test fit layout at the Offeror's expense when the space offered contains certain features like:
1. narrow column spacing;
  2. atriums, light wells, or other areas interrupting contiguous spaces;
  3. extremely long, narrow runs of space;
  4. irregular space configurations; or
  5. other unusual building features.
  6. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The Offeror will have the option of increasing the ANSI/BOMA Office Area square footage offered, provided that it does not exceed the maximum ANSI/BOMA Office Area square footage in this SFO. If the Offeror is already providing the maximum ANSI/BOMA Office Area square footage and cannot house the Government's space requirements, then the Government will advise the Offeror that the offer is unacceptable.
- D. Unless otherwise noted, all references in this SFO to square feet shall mean ANSI/BOMA Office Area square feet.

### **1.2 AREA OF CONSIDERATION**

Delineated Area: Northern Virginia, within a five (5) mile radius of Reagan National Airport with MetroRail access.

### **1.3 LOCATION: CITY CENTER (SEP 2000)**

#### **A. NEIGHBORHOOD:**

1. Space shall be located in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well-maintained.

#### **B. PARKING:**

1. The tenant requires sixteen (16) reserved parking spaces/contracts to be included in the lease. Government vehicles shall be in a controlled parking area. In addition, the parking-to-square-foot ratio available on-site and underground shall at least meet current local code requirements, or in the absence of a local code requirement, on-site parking shall be available at a ratio of 1.5 spaces for every 1000 rentable square feet of Government-demised area.

#### **C. LOCATION AMENITIES:**

- a. A variety of inexpensive and moderately priced fast food and/or eat-in restaurants and multiple hotels shall be located within ¼ of a mile. Other employee services, such as retail shops, cleaners, banks, etc., shall be located within ¼ of a mile.

#### **D. METRO:**

1. The main entrance of the offered building shall be located within 2,500 linear feet from the entrance of the nearest operable Metrorail Station elevator. If the offered building cannot meet the requirement for proximity to a Metrorail Station, then a shuttle bus shall be provided at no additional charge to the Government. The hours of operation for the shuttle bus shall be Monday - Friday, 6:00 a.m. - 9:00 a.m. (every 15 minutes) and 3:00 p.m. - 6:00 p.m. (every 15 minutes). Within the hours of 9:00 a.m. - 3:00 p.m., the shuttle bus shall run every 30 minutes.

### **1.4 UNIQUE REQUIREMENTS**

The following requirements must be met in order for the offer to be deemed responsive. Each offeror shall identify how these requirements can best be accommodated in their offered building.

- A. The Government shall be the majority tenant within the offered building located on contiguous floors. In addition, the requirement shall be located in no more than one (1) building.

- B. The Government requires the ability to increase the floor loading (150 pounds per square foot) on two contiguous floors. The offeror shall identify any existing/proposed areas for upgraded floor loading which is subject to Government approval.
- C. Tenant requires approximately 3,700 square feet of substantially column-free space for a conference center. The space shall have minimum clear finished ceiling heights of 10 feet 6 inches.
- D. Other than the storage space and space that has requirements to be located in a specific area of the building, all offered space shall be contiguous.
- E. Tenant requires a dedicated freight elevator, not for passenger use, with extended ceiling heights.
- F. Tenant requires access to a minimum of one loading dock within the building with a minimum of two weather-protected loading bays. The loading dock(s) shall be separate from the parking garage and easily accessible from the street. The loading dock(s) must be able to accommodate a tractor-trailer at dock height at a minimum of 15'. In addition, at least one dock bay shall include a mechanical leveler. The Government requires three (3) rooms which one (1) shall be 1,000 ANSI/BOMA Office Area square feet and located on the same floor as the loading dock, one (1) shall be 2,600 ANSI/BOMA Office Area and located on the same floor as the loading dock, and one (1) shall be 750 ANSI/BOMA Office Area and located adjacent to the loading dock.
- G. Tenant reserves the right to install security equipment including, but not limited to, x-ray equipment, security cameras, and locking mechanisms in the building lobby, on the perimeter of the building and the loading dock area, on the elevators, and suite entry doors. In addition, offeror must demonstrate how security can be achieved with people entering the building from both the lobby and from garage elevators (if applicable). The Government shall have the right to establish a building ID and visitor pass program for all persons entering the building and the parking facility and shall have the right to administer and enforce such program.
- H. The Government shall have the no-cost right to install equipment on the roof of the building, including but not limited to: antenna(s), satellite dishes, HVAC components, generator(s) and other equipments as tenant may require.
- I. Offerors shall submit proposals that meet the security requirements, as applicable, for a Level 4 and Class C building promulgated by the Department of Justice in its document entitled Vulnerability Assessment of Federal Facilities (June 28, 1995) and GSA Security Criteria Study Report dated April 16, 1996 (draft), as subsequently amended and/or codified (the "GSA Security Criteria").

**1.5 LEASE TERM (SEP 2000)**

The lease term is for ten (10) years firm.

**1.6 OFFER DUE DATE**

Offers are due by August 20, 2003 and must remain open until lease award.

**1.7 OCCUPANCY DATE (SEP 2000)**

The Government is seeking to occupy the premises on a phased basis commencing no earlier than October 1, 2005. However, total occupancy of the premises must be completed no later than February 11, 2006. The lease commencement date will be calculated based on the composite weighted average of the phased occupancy dates. A proposed delivery schedule reflecting such phased occupancy shall be submitted as part of each offer. An offeror's failure to provide such delivery schedule may render its offer technically unacceptable and ineligible for award.

**1.8 HOW TO OFFER (NCR VARIATION - AUG 2002)**

- A. Offers are to be submitted to:  
Mr. Benjamin Duckenfield  
General Services Administration  
Potomac/White House Svc Delivery Team (WPG)  
7<sup>th</sup> & D Streets, SW  
Room # 6905  
Washington, DC 20407

Project contacts: Benjamin Duckenfield, GSA, (202) 260-2481; or Richard Mann and Jae Lee, Spaulding & Siye, (202) 478-2300.

- B. The following documents, properly executed and initialed, shall be submitted no later than the close of business on the offer due date.

- 1. SFO No. 03-029 (42 pages)
- 2. SFO Attachments:
  - a. Attachment #1 - Fire Protection and Life Safety Evaluation
  - b. Attachment #2 - "Facility Information Security Survey"
  - c. Attachment #3 - Rate Structure Sheet
- 3. GSA Form 1364, Proposal to Lease Space.
- 4. GSA Form 1217, Lessor's Annual Cost Statement.



5. GSA Form 3517B, General Clauses.
  6. GSA Form 3518, Representatives and Certifications.
  7. One set of as-built floor plans for each floor, on 8 1/2" x 11" pages, indicating the spaces that are initially being offered to the Government, and/or any existing Government leased space. All architectural features of the space must be accurately shown. Space not offered shall be crosshatched and noted accordingly. Additionally, offerors shall submit CAD files of the space offered with architectural features as described in Subparagraph 1.1(c) under "Amount and Type of Space." Lastly, a BOMA "Global Summary of Areas" for the entire building - indicating offered spaces shall be submitted, and this shall be certified by a registered architect.
    - a. All architectural features of the space shall be accurately shown. If conversion or renovation of the building is planned, alterations to meet this SFO shall be indicated. If requested, more informative plans shall be provided within 10 business days.
    - b. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits.
    - c. GSA will review the corridors in place and/or proposed corridor pattern to make sure that these achieve an acceptable level of safety as well as to ensure that these corridors provide public access to all essential building elements. The Offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the ANSI/BOMA Office Area space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's space may differ from the corridors used in determining the ANSI/BOMA Office Area square footage for the lease award.
  8. An hourly overtime rate for overtime use of heating and cooling. Refer to the "Overtime Usage" paragraph in the SERVICES, UTILITIES, MAINTENANCE section of this SFO. If proposed rate is different than recommended by an independent Government estimate, the Offeror may be required to submit worksheets justifying overtime energy usage and rates.
  9. Any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered building, etc., in order for the Government to perform a complete and adequate analysis of the offered property. Such information may also be requested by the Government, and in such circumstances, shall be submitted by the Offeror within 5 working days of the request.
  10. Written acknowledgement and permission to represent other owners for the same SFO if a leasing agent or owner's representative is presenting buildings for multiple ownership groups.
  11. If applicable, the agents' disclosure and authorization from each ownership entity to offer in this SFO and/or represent multiple buildings with different ownerships, which may have conflicting interests. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.
  12. Documents supporting evidence of capability to perform. Refer to the "Evidence of Capability to Perform" paragraph in the MISCELLANEOUS section of this SFO.
  13. General Contractor's overhead, profit, and general conditions for the initial tenant improvements and change orders and any other overhead and profit or management fees that will be added to the tenant improvements, construction costs, or change orders. Costs associated with the building shell are not included in these calculations. Architectural & Engineering fees shall be paid for out of the tenant improvement allowance.
  14. Adjustment for Vacant Premises reduction.
  15. For offers over 10,000 square feet, the offeror must submit a written certification from a licensed structural engineer certifying that both the building design and construction are in full compliance with the life-safety performance level of NISTIR 5382, ICSSC RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Building*.
  16. Standard building cleaning specifications and schedule of services. Provide a cost for daytime cleaning and a cost for nighttime cleaning.
  17. The Government will not conduct discussions nor will it consider an offer for award if the space offered is subject to a lease option held by other parties, including but not limited to, a right of first offer or refusal. Offerors must certify, in writing, that no such option encumbers the space offered to the Government. In addition, offerors must disclose if the space being offered is also being offered in other GSA procurements.
- C. Refer to GSA Form 3516, Solicitation Provisions, for additional instructions. If additional information is needed, the Contracting Officer (or the Contracting Officer's designated representative) should be contacted.
- D. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded. However, the Government may release proposals outside the Government to a Government-support contractor to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. The Offeror who desires

to maximize protection of information in the offer may apply the restriction notice to the offer as described in GSA Form 3516, Solicitation Provision, 552.270-1 (d), *Restriction on Disclosure and Use of Data*.

**E. IMPORTANT CLARIFICATIONS TO OFFER REQUIREMENTS:**

1. Rate structure required from subparagraph B shall include the following:
  - a. A lease rate per square foot for the building shell rental, fully serviced. It is the intent of the Government to lease a building shell with a Tenant Improvement Allowance. All improvements in the base building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This rate shall include, but not limited to, property financing (exclusive of Tenant Improvement), insurance, taxes, management, profit, etc., for the building. The building shell rental rate shall also include all basic building systems and common area buildout, including base building lobbies, common areas, and core areas, etc., exclusive of the ANSI/BOMA Office Area space offered as required in this SFO.
  - b. The annual cost (per usable and rentable square foot) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for usable and rentable square feet respectively.
  - c. An annualized percentage interest rate to be used by the Lessor to amortize the cost of the Tenant Improvement Allowance over the firm term of the lease.
  - d. The annual amortized cost of the Tenant Improvement Allowance. Such amortization shall be expressed as a cost per usable and rentable square foot per year. Tenant Improvements shall be all alterations for the Government-demised area above the building shell buildout. The Tenant Alteration Allowance shall be \$38.30 per ANSI/BOMA Office Area square foot. Such alterations shall be described and identified in the drawings used to construct the Government-demised area. The Tenant Alteration Allowance, which is to be provided by the Lessor to the Government for Tenant Improvements, shall be made available at lease execution.
  - e. A fully-serviced lease rate per usable and rentable square foot as a summation of the amounts broken out in the subparagraphs a, b, and d for the lease.
  - f. A fully-serviced lease rate per usable and rentable square foot for that portion of the lease term extending beyond the firm term. The rate proposed for this portion of the term shall not reflect any Tenant Improvements as they will have been fully amortized over the firm term.
  - g. If a renewal option is requested or offered, the offeror's proposal shall include the Offeror providing re-painting after normal working hours at the beginning of the renewal. The Offeror shall provide new paint with the equivalent of that referred to in the "Painting: Tenant Improvements" paragraph in the ARCHITECTURAL FINISHES section of the SFO. During painting, the building's mechanical system shall be operated continuously with no additional cost to the Government. The Offeror shall also be responsible for moving and providing boxes for all Government furnishings, employee belongings, and equipment except as described below:
    - (i) Systems furniture - The Government tenant shall pay the cost to disconnect electric, disassemble, reassemble and reconnect.
    - (ii) Computer Equipment - The Government tenant shall pay the cost to disconnect, disassemble, move and replace, reassemble and reconnect.
    - (iii) Telecommunications Equipment - The Government tenant shall pay the cost to disconnect, disassemble, reassemble, and reconnect.
    - (iv) Unique (i.e. requiring special handling), excessively heavy (e.g. safes, Lectrivers), oversized equipment and furnishings - The Government shall pay the cost to move the equipment and furnishings. The Government will identify those items unique to each requirement.

**1.9 BUILDING SHELL REQUIREMENTS (NCR VARIATION - AUG 2002)**

- A. The Lessor's buildout obligations in providing a building shell (at the Lessor's expense) shall be furnished, installed and coordinated with Tenant Improvements and shall include the following:
  1. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements. Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor necessary to meet code is provided as part of the shell.
  2. **Accessibility Requirements.** Accessibility to persons with disabilities shall be required throughout the common areas accessible to Government tenants in accordance with both the ADAAG and the UFAS and shall be installed and coordinated with Tenant Improvements. Refer to the "Accessibility" paragraph and the "Accessibility and Seismic Safety" paragraph in the AWARD FACTORS section of this SFO.

3. *Ceilings.* A complete acoustical ceiling system (which includes grid and lay-in tiles) throughout the Government-demised area and all common areas accessible to Government tenants shall be required in accordance with the "Ceilings" paragraph in the ARCHITECTURAL FINISHES section of this SFO. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements.
4. *Doors.* Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tenant Improvements. Related hardware shall be installed in accordance with the "Doors: Hardware" paragraph and the "Doors: Exterior" paragraph in the ARCHITECTURAL FINISHES section of this SFO.
5. *Partitions.* Permanent, perimeter, and demising slab-to-slab partitions (including all columns) finished with paint and base shall be required in accordance with the "Partitions: General" paragraph and the "Partitions: Permanent" paragraph in the ARCHITECTURAL FINISHES section of this SFO.
6. *Flooring.* All building common areas shall have finished floors in accordance with the "Floor Covering and Perimeters" paragraph in the ARCHITECTURAL FINISHES section of this SFO. The offeror shall provide a broom clean concrete floor slab, with level floor not varying more than 1/4" over ten (10) foot horizontal run in accordance with American Concrete Institute (ACI) Standards.
7. *Plumbing.* The Offeror shall include cost of plumbing in common areas, such as for toilet rooms and janitor closets as part of the building shell cost. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the shell rent.
8. *HVAC.* Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. Conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided.
9. *Electrical.* Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 7 watts (W) per ANSI/BOMA Office Area square foot.
10. *Lighting.* Parabolic type 2'-0" wide x 2'-0" high fluorescent lighting fixtures (or other building standard fixtures) shall be installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 ANSI/BOMA Office Area square feet. Lighting as necessary shall be provided in all building common areas in accordance with the "Lighting: Interior and Parking" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING section of this SFO.
11. *Safety and Environmental Management.* Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with both the ADAAG and the UFAS. Where sprinklers are required in the Government-demised area, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided.
12. *Telephone Rooms.* Building telecommunication rooms on each floor shall be completed, operational, and ready for Tenant Improvements. The telephone closets shall include a telephone backboard. Vertical conduit (empty sleeve) through building core, available for tenant wiring/cabling.
13. *Architectural/Engineering Design.* All architectural and engineering costs associated with the building shell requirements shall be included in the building shell rate.
14. *Demolition.* Any demolition of existing improvements which is necessary to satisfy the Government's layout shall be done at the Lessor's expense.
15. Any alterations necessary for the building shell to meet the SFO requirements shall be included in the building shell rate.
16. All of the above improvements are described in more detail hereinafter in this SFO.

**1.10 TENANT IMPROVEMENTS (SEP 2000)**

- A. The Tenant Improvement Allowance shall be used for building out the Government-demised area in accordance with the Government-approved design intent drawings. All Tenant Improvements required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this SFO and GSA Form 3517, General Clauses.
- B. The Tenant Improvement Allowance shall include all the Offeror's administrative costs, general contractor fees, subcontractor's profit and overhead costs, Offeror's profit and overhead, design costs, and other associated project fees necessary to prepare construction documents to complete the Tenant Improvements. It is the successful Offeror's responsibility to prepare all documentation (working drawings, etc.) required to receive construction permits. **NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.**



**1.11 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2000)**

A. All Tenant Improvements shall be identified after award of the contract in accordance with the provisions established in the "Design Intent Drawings" subparagraph in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS section of this SFO.

1. The Government, at its sole discretion, shall make all decisions as to the usage of the Tenant Improvement Allowance of ~~\$38.30~~ per ANSI/BOMA Office Area square foot. The Government may use all or part of the Tenant Improvement Allowance. The Government may return to the Lessor any unused portion of the Tenant Improvement Allowance in exchange for a decrease in rent according to the amortization rate over the firm term.
2. The Government reserves the right to make cash payments for any or all work performed by the Lessor. Prior to occupancy, the Government, at its sole discretion, may choose to pay lump sum for any or all of the Tenant Improvement Allowance. If, prior to occupancy, the Government elects to make a lump sum payment for any portion of the Tenant Improvement Allowance, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent. At any time after occupancy, the Government, at its sole discretion, may choose to pay lump sum for any part or all of the remaining unpaid amortized balance of the Tenant Improvement Allowance. If the Government elects to make a lump sum payment for the Tenant Improvement Allowance after occupancy, the payment of the Tenant Improvement Allowance by the Government will result in a decrease in the rent according to the amortization rate over the firm term of the lease.
3. If it is anticipated that the Government will spend more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.
4. Payment will not be made by the Government in instances where the Government accepts fixtures and/or other Tenant Improvements already in place. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place.

**1.12 PLANS WITH OFFER (SEP 2000)**

All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program, which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on 3-1/2-inch double-sided, high density diskettes, or, if approved by the Contracting Officer, on CD-ROM or QIC (1/4-inch cartridge) tape. All submissions shall be accompanied with a written matrix indicating the layering standard to ensure that all information is recoverable. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. All architectural features of the space shall be accurately shown.

**1.13 BROKER COMMISSION (NCR VARIATION - AUG 2002)**

For the purposes of this Solicitation for Offers, the brokerage firm of Spaulding and Stye LLC is the authorized representative of GSA and is providing tenant representation services to the Government in connection with this transaction. If the Offeror is being represented by a broker, brokerage firm, or brokerage consultant (including "third-party" brokers, "in-house" brokers, and legal or non-legal brokerage consultants), the identity of such shall be disclosed by the Offeror as part of its offer.

The Offeror shall disclose on GSA Form 1364, in the manner specified therein (expressed either as a percentage of gross rents or as a fixed dollar amount), all brokerage fees and/or commissions, including but not limited to cooperating brokerage fees, brokerage consulting fees, and legal fees relative to brokerage consulting services, that are scheduled to be paid by the Lessor or its agents as part of the proposed transaction.

The Offeror shall provide as part of its offer adequate documentation identifying all such brokerage fees and/or commissions, including any listing agreement for the subject offered property. This documentation may also consist of a representation/certification from the Offeror, signed under penalty of perjury, itemizing all brokerage fees and/or commissions budgeted and scheduled to be paid as part of the proposed transaction and stating that the brokerage information provided on the GSA Form 1364 and in such representation/certification is true and accurate.

If a cooperating brokerage commission is available as part of this transaction (as evidenced on GSA Form 1364 and as verified by the documentation referred to above), such will be evaluated by the Government consistent with the paragraph of this Solicitation for Offers entitled "Price Evaluation".

Any cooperating brokerage commission identified in the Lessor's offer shall be available for use and disbursement at the Government's sole discretion and direction, 50 percent upon lease execution and 50 percent upon lease commencement.

By submission of its offer and/or execution of the Lease, the Offeror/Lessor represents and warrants that no other brokers or brokerage firms other than those referenced in its offer have represented the Offeror/Lessor in this transaction, and that no other brokerage fees and/or commissions other than those specifically identified are due and/or payable in connection with this transaction.

**1.14 NEGOTIATIONS (SEP 2000)**

A. Negotiations will be conducted on behalf of the Government by the Contracting Officer (or the Contracting Officer's designated representative). The Contracting Officer is named on the cover of this SFO. GSA will negotiate rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.

- B. The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Contracting Officer or designee.
- C. The Contracting Officer will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency.
- D. All Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from the negotiations. Negotiations will be closed with submission of final proposal revisions ("Best and Final" offers).

**1.15 PRICE EVALUATION (PRESENT VALUE) (NCR VARIATION - AUG 2002)**

- A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price.
- B. The Offeror shall be required to submit plans and any other information to demonstrate that the rentable space yields ANSI/BOMA Office Area space within the required ANSI/BOMA Office Area range. The Government will verify the amount of ANSI/BOMA Office Area square footage and will convert the rentable prices offered to ANSI/BOMA Office Area prices, which will subsequently be used in the price evaluation.
- C. If the offer includes annual adjustments in operating expenses, the base price per ANSI/BOMA Office Area square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.
- D. Evaluation of offered prices will be on the basis of the annual price per ANSI/BOMA Office Area square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per ANSI/BOMA Office Area square foot to a composite annual ANSI/BOMA Office Area square foot price, as follows:
  - 1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
  - 2. If annual adjustments in operating expenses will not be made, the gross annual per square foot price will be discounted annually at 5 percent to yield a gross present value cost (PVC) per square foot.
  - 3. If annual adjustments in operating expenses will be made, the annual per square foot price, minus the base cost of operating expenses, will be discounted annually at 5 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.
  - 4. To the gross PVC will be added:
    - a. The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.
    - b. The annualized (over the full term) per ANSI/BOMA Office Area square foot cost of any items which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
    - d. The cost of replicating leased space and the cost of relocation including furniture, telecommunications, and other move-related expenses, if applicable.
    - e. The percentage offered for general contractor's overhead and profit, general conditions, and management fees and management overhead and profit calculated as a percentage of the Tenant Improvement Allowance. The cost will be annualized.
  - 5. Commissions paid to GSA brokers will be subtracted from the gross PVC. Refer to the "Broker Commission" paragraph in the SUMMARY section of this SFO.
  - 6. Free rent shall be discounted and evaluated in the year in which it is offered.
  - 7. The sum of either subparagraphs 2 and 4 or subparagraphs 3 and 4 less 5, will be the per ANSI/BOMA Office Area square foot present value of the offer for price evaluation purposes.

**1.16 HISTORIC PREFERENCE, GSAR 552.270-2 (VARIATION) (SEP 1999)**

- A. Preference will be given to Offerors of space in buildings in, or formally listed as eligible for inclusion in, the National Register of Historic Places, and to historically-significant buildings in historic districts listed in the National Register. Such preference will be extended to historic buildings and will result in award if:
  - 1. The offer for space meets the terms and conditions of this SFO as well as any other offer received (It is within the discretion of the Contracting Officer to accept alternatives to certain architectural characteristics and safety features defined elsewhere in this SFO to maintain the historical integrity of the building, such as high ceilings, wooden floors, etc.) and

2. The rental is no more than 10 percent higher, on a total annual square foot (ANSI/BOMA Office Area) cost to the Government, than the lowest otherwise acceptable offer.
- B. If more than one offer of an historic building is received and they meet the above criteria, an award will then be made to the lowest priced historic property offered.

**1.17 AWARD (JAN 1997)**

- A. After conclusion of negotiations, the Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by GSA which reflects the proposed agreement of the parties.
- B. The proposed lease shall consist of:
  1. Standard Form 2 (or GSA Form 3626) U.S. Government Lease for Real Property,
  2. required clauses,
  3. required certifications and representations,
  4. the pertinent provisions of the offer, and
  5. the pertinent provisions of the SFO.
- C. The acceptance of the offer and award of the lease by the Government occurs upon notification of unconditional acceptance of the offer or execution of the lease by the Contracting Officer and mailing or otherwise furnishing written notification of the executed lease to the successful Offeror.

**1.18 ACCESSIBILITY FOR NEW CONSTRUCTION (SEP 2000)**

To be considered for award, buildings to be constructed shall meet the new construction requirements of both the Americans With Disabilities Act Accessibility Guidelines (ADAAG) (Code of Federal Regulations 36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations 41 CFR, Subpart 101-19.6, Appendix A., 54 FR 12628, March 28, 1989). Where standards conflict, the more stringent shall apply.

**1.19 SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2000)**

- A. If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the construction of an addition to an existing building, then such new building or addition shall fully meet seismic safety standards, as described in subparagraphs B and C.
- B. For those buildings or additions to buildings described in subparagraph A, the Offeror shall provide a written certification from a licensed structural engineer that the building(s) conforms to the seismic standards for new construction of the current (as of the date of this SFO) edition of the International Conference of Building Officials' (ICBO) *Uniform Building Code* (UBC), the Building Officials and Code Administrators (BOCA) *National Building Code*, or the Southern Building Code Congress International (SBCCI) *Standard Building Code*.
- C. All design and engineering documents, including structural engineering calculations, shall be made available for review by the Government during design development to ensure compliance with seismic safety standards.

1.20 LABOR STANDARDS (JULY 2003)

If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation (FAR) clauses shall apply to work (including base building and tenant buildout) performed prior to the Government's acceptance of the space as substantially complete. Full text versions of these clauses are available upon request from the Contracting Officer. Full text versions are also available at the following web site: <http://www.arnet.gov/far/>

- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation
- 52.222-6 Davis-Bacon Act
- 52.222-7 Withholding of Funds
- 52.222-8 Payrolls and Basic Records
- 52.222-9 Apprentices and Trainees
- 52.222-10 Compliance with Copeland Act Requirements
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-12 Contract Termination-Debarment
- 52.222-13 Compliance with Davis-Bacon and Related Act Regulations
- 52.222-14 Disputes Concerning Labor Standards
- 52.222-15 Certification of Eligibility

## **2.0 AWARD FACTORS**

### **2.1 AWARD BASED ON PRICE (SEP 2000)**

This lease will be awarded to the responsive Offeror whose offer conforms to the requirements of this SFO and is the lowest priced offer submitted.

### **2.2 ACCESSIBILITY AND SEISMIC SAFETY (SEP 2000)**

A. All offers received in response to this SFO will be evaluated to determine whether the offers fully meet National Institute of Standards and Technology (NIST) NISTIR 5382, Interagency Committee on Seismic Safety in Construction (ICSSC) RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, as modified below, and the accessibility requirements for new construction of the Americans With Disabilities Act Accessibility Guidelines (ADAAG) (Code of Federal Regulations 36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations CFR 41, Subpart 101-19.6, Appendix A, 54 FR 12628, March 28, 1989). Where standards conflict, the more stringent shall apply. If any offers are received which fully meet accessibility and seismic safety requirements, then other offers, which do not fully meet these requirements, will not be considered.

B. The following UFAS provisions are clearly more stringent than the ADAAG:

1. **Work Areas.** The UFAS requires that all areas be accessible where there may be employment of persons with disabilities. The ADAAG requires only that people with disabilities be able to approach, enter, and exit a work area. [UFAS 4.1.4; ADAAG 4.1.1(3)]
2. **Work Surface Scoping.** The UFAS requires that 5 percent of all fixed or built-in employee work surfaces be accessible. The ADAAG does not require work surfaces in work areas to be accessible. Both the UFAS and the ADAAG require that 5 percent of fixed tables in public or common use areas be accessible. [UFAS 4.1.2(17) and 4.32; ADAAG 4.1.1(3) and 4.1.3(18)]
3. **No Elevator Exception.** The UFAS has no exception to the elevator requirement in all multi-story buildings and facilities. The ADAAG provides an exception to the elevator requirement in certain buildings that are under three stories or have less than 3,000 square feet per story. [UFAS 4.1.2(5); ADAAG 4.1.3(5) Exception 1]
4. **Entrances in Multi-Grade Buildings.** The UFAS requires at least one principle entrance at each grade floor to a building to be accessible. The ADAAG requires that 1) at least 50 percent of all public entrances be accessible and 2) the number of exits required by the applicable building/fire code be used in determining the total number of accessible entrances required in a building or facility. The UFAS requires more accessible entrances in certain multi-grade buildings. [UFAS 4.1.2(8); ADAAG 4.1.3(8)]
5. **Elevator Controls.** The UFAS requires elevator controls to be mounted no higher than 48 inches "unless there is a substantial increase in cost," in which case 54 inches is allowed. The ADAAG allows 54 inches whenever a parallel approach is provided. [UFAS 4.10.12(3); ADAAG 4.10.12(3)]

#### **C. FULL COMPLIANCE:**

1. "Fully meets" as used herein with regard to the accessibility requirements means the offer fully complies with both the ADAAG and the UFAS requirements for new construction, including but not limited to: Parking and Passenger Loading Zones, Accessible Route, Entrance and Egress, Ramps, Stairs, Handrails, Doors, Elevators, Telephones, Controls, Signage, Alarms, Drinking Fountains, Storage Facilities, Seating and Workstations, Assembly Areas, and Toilet Rooms. Where standards conflict, the more stringent shall apply.
2. "Fully meets" as used herein with regard to the seismic safety requirements means that the Offeror has provided a written certification (example available for the Contracting Officer) from a licensed structural engineer certifying that both the building design and construction are in full compliance with the life-safety performance level of NISTIR 5382, ICSSC RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, AS MODIFIED HEREIN:
  - a. FEMA-178, *NEHRP Handbook for the Seismic Evaluation of Existing Buildings*, shall be replaced with FEMA-310, *Handbook for the Seismic Evaluation of Buildings: A Prestandard*.



- b. Section 1.3.1, Post-Benchmark Buildings (Table 1: Advisory Benchmark Years) shall be replaced with the below table.

BENCHMARK BUILDINGS (Table 1 of FEMA-310)			
BUILDING TYPE	Model Building Seismic Design Provisions		
	BOCA	SBCCI	UBC
Wood Frame, Wood Shear Panels (Type W1 and W2) <sup>1</sup>	1992	1993	1976
Wood Frame, Wood Shear Panels (Type W1A)	1992	1993	1976
Steel Moment Resisting Frame (Type S1 and S1A)	**	**	1994 <sup>4</sup>
Steel Braced Frame (Type S2 and S2A)	1992	1993	1988
Light Metal Frame (Type S3)	*	*	*
Steel Frame w/Concrete Shear Walls (Type S4)	1992	1993	1976
Reinforced Concrete Moment Resisting Frame (Type C1) <sup>1</sup>	1992	1993	1976
Reinforced Concrete Shear Walls (Type C2 and C2A)	1992	1993	1976
Steel Frame with URM Infill (Type S5 and S5A)	*	*	*
Concrete Frame with URM Infill (Type C3 and C3A)	*	*	*
Tilt-up Concrete (Type PC1 and PC1A)	*	*	1997
Precast Concrete (Type PC2 and PC2A)	*	*	*
Reinforced Masonry (Type RM1)	*	*	1997
Reinforced Masonry (Type RM2)	1992	1993	1976
Unreinforced Masonry (Type URM) <sup>5</sup>	*	*	1991 <sup>6</sup>
Unreinforced Masonry (Type URMA)	*	*	*

- <sup>1</sup> Building Type refers to one of the Common Building Types defined in Table 2-2 of FEMA-310.
- <sup>2</sup> Buildings on hillside sites shall not be considered Benchmark Buildings.
- <sup>3</sup> Flat Slab Buildings shall not be considered Benchmark Buildings.
- <sup>4</sup> Steel Moment-Resisting Frames shall comply with Section 2213.7.1.2 of the Uniform Building Code.
- <sup>5</sup> URM buildings evaluated using the ABK Methodology (ABK, 1984) may be considered Benchmark Buildings.
- <sup>6</sup> Refers to the UBCB Section of the UBC.
- <sup>7</sup> Only buildings designed and constructed or evaluated in accordance with FEMA-310 and being evaluated to the Life-Safety Performance level may be considered Benchmark Buildings.
- <sup>8</sup> No Benchmark year; building shall be evaluated using FEMA-310.
- <sup>9</sup> Local provisions shall be compared with the UBC.

BOCA Building Officials and Code Administrators, *National Building Code*.  
 SBCCI Southern Building Code Congress International, *Standard Building Code*.  
 UBC International Conference of Building Officials, *Uniform Building Code*.

- c. Section 1.3.2, Leased Buildings, shall be revised as follows:

- i. Buildings leased by the federal Government are exempt from these standards if both of the following apply:
  - (a) The leased space is less than 10,000 square feet AND
  - (b) The building is located in Regions of Low Seismicity in accordance with FEMA-310. According to FEMA-310, buildings located on sites for which the design short-period response acceleration,  $S_a$ , is less than 0.167 gravity (g), or for which the design one-second period response acceleration,  $S_1$ , is less than 0.067 g, shall be considered to be located within Regions of Low Seismicity.
- d. FEMA-310, *Handbook for the Seismic Evaluation of Buildings: A Prestandard*, can be obtained by calling the Federal Emergency Management Agency (FEMA) Distribution Center at (800) 480-2520.
- e. NISTIR 5382, ICSSC RP 4, *Standards of Seismic Safety for Existing Federally Owned or Leased Buildings*, can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899.

**D. SUBSTANTIAL COMPLIANCE:**

1. In accordance with both the ADAAG and the UFAS, if no offer is received which fully meets accessibility requirements for new construction, but an offer(s) is received which substantially meets these requirements, then other offers which do not substantially meet these requirements will not be considered. "Substantially meets" as used herein with regard to the accessibility requirements means the offer fully complies with both the ADAAG and the UFAS requirements for Parking and Passenger Loading Zones, Accessible Route, Entrance and Egress, Doors, Drinking Fountains, Toilet Rooms.
2. "Substantially meets" as used herein with regard to the seismic safety requirements will be determined by the Government based upon the Offeror's evaluation by a licensed structural engineer that specifically describes all exceptions to full compliance with the Model Building Seismic Design Provisions as shown in the Benchmark Buildings table above. The Offeror shall evaluate the building by using FEMA-310 and shall identify all deficiencies. Based upon the evaluation, the Contracting Officer will make an award to the Offeror which best meets both the seismic safety requirements and the other requirements of this SFO. Documentation of this evaluation shall be made available to the Government.

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E. LESS THAN SUBSTANTIAL COMPLIANCE:

In accordance with both the ADAAG and the UFAS, if no offer is received which either fully or substantially meets the accessibility requirements of new construction, consideration will be given only to offers which meet the following minimum requirements:

1. At least one accessible route shall be provided from an accessible entrance to the leased space and all required accessible areas. At least one interior means of vertical access shall be provided. Elevators shall have complying Controls and Signage.
  2. If parking is provided, then accessible spaces shall be included.
  3. Accessible toilet rooms shall be provided as follows:
    - a. Where more than one toilet room for each sex is provided on a floor on which the Government leases space, at least one toilet room for each sex on that floor shall be accessible.
    - b. Where only one toilet room for each sex is provided on a floor on which the Government leases space, either one unisex toilet room or one toilet room for each sex on that floor shall be accessible.
    - c. Where only one toilet room is provided in a building where the Government leases space, one unisex toilet room shall be accessible.
    - d. In a qualified historic building where the Advisory Council on Historic Preservation determines that providing the above minimum accessible toilet facilities would threaten or destroy the historic integrity of the space, accessible unisex toilet room(s) shall be provided in the building.
- F. If no offer is received which meets the minimum accessibility requirements described above, offers will not be considered unless a waiver of accessibility requirements is requested by the Contracting Officer and granted by the GSA Public Buildings Service Commissioner.

*[Handwritten initials]*

### 3.0 MISCELLANEOUS

#### **3.1 UNIT COSTS FOR ADJUSTMENTS**

A. The Offeror is required to state in the offer or in an attachment unit prices for the items listed below. Prices shall be quoted as fully installed and finished. The unit prices may be used, upon acceptance by GSA, during the first year of the lease to price alterations costing \$100,000 or less. These prices may be indexed or renegotiated to apply to subsequent years of the lease upon mutual agreement of the Lessor and the Government.

1. The cost per linear foot of office subdividing ceiling-high partitioning.
2. The cost per floor-mounted duplex electrical outlet.
3. The cost per wall-mounted duplex electrical outlet.
4. The cost per floor-mounted fourplex (double duplex) electrical outlet.
5. The cost per wall-mounted fourplex (double duplex) electrical outlet.
6. The cost per floor-mounted dedicated duplex electrical outlet.
7. The cost per wall-mounted dedicated duplex electrical outlet.
8. The cost per floor-mounted dedicated fourplex (double duplex) electrical outlet.
9. The cost per wall-mounted dedicated fourplex (double duplex) electrical outlet.
10. The cost per floor-mounted telephone/data outlet.
11. The cost per wall-mounted telephone/data outlet.
12. The cost per interior door including framing, hardware, and standard lockset.
13. The cost per linear foot of office subdividing slab-to-slab partitioning.
14. The cost per base feed - electrical (for systems furniture).
15. The cost per base feed - telephone/data (for systems furniture).

#### **3.2 SUBSEQUENT TENANT IMPROVEMENTS \$100,000 OR LESS (SEP 2000)**

- A. The Lessor may be requested to provide alterations during the term of the lease. Alterations will be ordered by issuance of GSA Form 276, Supplemental Lease Agreement, GSA Form 300, Order for Supplies or Services, or a Tenant Agency-approved form. The two clauses from GSA Form 3517, General Clauses, 552.232-25, *Prompt Payment* (Deviation FAR 52.232-25), and 552.232-70, *Invoice Requirements*, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- B. Orders may be placed by the 1) Contracting Officer, 2) GSA Buildings Manager, or 3) Tenant Agency officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of Tenant Agency officials authorized to place orders and will specify any limitations on the authority delegated to Tenant Agency officials. The Tenant Agency officials are not authorized to deal with the Lessor on any other matters.
- C. Payments for alterations ordered by the Tenant Agency will be made directly by the Tenant Agency placing the order.

#### **3.3 TAX ADJUSTMENT (SEP 2000)**

- A. Real estate taxes, as referred to in this paragraph, are only those taxes which are assessed against the building and/or the land upon which the building is located, without regard to benefit to the property, for the purpose of funding general Government services. Real estate taxes shall not include, without limitation, general and/or special assessments, business improvement district assessments, or any other present or future taxes or governmental charges that are imposed upon the Lessor or assessed against the building and/or the land upon which the building is located.
- B. Base year taxes as referred to in this paragraph are 1) the real estate taxes for the first 12-month period of the lease term coincident with full assessment or 2) may be an amount negotiated by the parties that reflects an agreed upon base for a fully assessed value of the property.
- C. The term "full assessment" as referred to in this paragraph means that the taxing jurisdiction has considered all contemplated improvements to the assessed property in the valuation of the same. Partial assessments for newly constructed projects or for projects under construction, conversion, or renovation will not be used for establishing the Government's base year for taxes.
- D. The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for real estate taxes thereon, as well as all notices of a tax credit, all tax bills, and all paid tax receipts, or where tax receipts are

not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), and a proper invoice (as described in GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*) of the tax adjustment including the calculation thereof, for each year that real estate taxes are incurred during the lease term or any extension thereof. All such documents are due within 10 calendar days of receipt except that the proper invoice and evidence of payment shall be submitted within 60 calendar days after the date the tax payment is due from the Lessor to the taxing authority. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL BE A WAIVER OF THE RIGHT TO RECEIVE PAYMENT RESULTING FROM AN INCREASED TAX ADJUSTMENT UNDER THIS PARAGRAPH.

- E. The Government shall 1) make a single annual lump sum payment to the Lessor for its share of any increase in real estate taxes during the lease term over the amount established as the base year taxes or 2) receive a rental credit or lump sum payment for its share of any decreases in real estate taxes during the lease term below the amount established as the base year taxes. The amount of lump sum payment or rental credit shall be based upon evidence of valuation and payment submitted by the Lessor to the Contracting Officer in accordance with subparagraph D.
1. In the event of an increase in taxes over the base year, the Lessor shall submit a proper invoice of the tax adjustment including the calculation thereof together with evidence of payment to the Contracting Officer. **THE GOVERNMENT SHALL BE RESPONSIBLE FOR PAYMENT OF ANY TAX INCREASE OVER THE BASE YEAR TAXES ONLY IF THE PROPER INVOICE AND EVIDENCE OF PAYMENT IS SUBMITTED BY THE LESSOR WITHIN 60 CALENDAR DAYS AFTER THE DATE THE TAX PAYMENT IS DUE FROM THE LESSOR TO THE TAXING AUTHORITY.** The due date for making payment shall be the 30<sup>th</sup> calendar day after receipt of evidence of payment by the Contracting Officer or the 30<sup>th</sup> calendar day after the anniversary date of the lease, whichever is later. If the lease terminates before the end of a tax year, payment for the tax increase due as a result of this section for the tax year will be prorated based on the number of days that the Government occupied the space. No increase will be paid, due, or owing unless all evidence of valuation and payment has been previously submitted to the Contracting Officer. The Government's payment for its share of real estate taxes shall not include any late charges, interest, or penalties imposed by the taxing authority as a result of the Lessor's delinquency in paying such taxes or charges.
  2. In the event of a decrease in taxes from the base year, or in the event of any refund or tax deduction, the Lessor shall notify the Contracting Officer in accordance with subparagraph D. The Government shall be entitled to, and shall receive a credit for, the prorata reduction in taxes applicable to the premises encumbered by this lease, regardless of whether the Government has made a tax payment for that year. The Government's share of the credit will be determined in accordance with subparagraph F and shall be taken as a deduction from the rent. Any credit due the Government after the expiration or earlier termination of the lease (including, but not limited to, credits resulting from a decrease in taxes pursuant to a tax credit due the Lessor; a reduction in the tax assessment; or a tax appeal proceeding for a year of the lease, or portion thereof) shall be made by a lump sum payment to the Government or as a rental credit to any succeeding lease as determined by the Contracting Officer. The Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment by the taxing authority to the Lessor or the Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (United States Code 41 USC 611) that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.
- F. The Government shall pay its share of tax increases or shall receive its share of any tax decrease based on the ratio of the rentable square feet occupied by the Government to the total rentable square feet in the building or complex (percentage of occupancy). For the purpose of this lease, the Government's percentage of occupancy as of the date hereof is \_\_\_\_\_ percent based upon an occupancy of \_\_\_\_\_ rentable square feet in a building of \_\_\_\_\_ rentable square feet. This percentage shall be subject to adjustment to take into account additions or reductions of the amount of space as may be contemplated in this lease or amendments hereto. The block and lot/parcel or other identification numbers for the property, building(s), and parking areas(s) occupied under this lease are \_\_\_\_\_.
- G. The Government may direct the Lessor upon reasonable notice to initiate a tax appeal, or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone. The Lessor shall furnish to the Government information necessary for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. If the Government decides to contest the tax assessment on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate and use all reasonable efforts including, but not limited to, affirming the accuracy of the documents, executing documents required for any legal proceeding, and taking such other actions as may be required. If the Lessor initiates an appeal on behalf of the Government, the Government and the Lessor will enter into an agreement to establish a method for sharing expenses and tax savings.

#### 3.4 PERCENTAGE OF OCCUPANCY

The percent of the building occupied by the Government, for purposes of tax adjustments, will be established during negotiations.

#### 3.5 OPERATING COSTS (NCR VARIATION - NOV 2001)

- (A) Beginning with the second year of the lease and each year thereafter, the Government shall pay adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water and sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base operating cost adjustments. The agreed-upon initial operating costs shall be stated on the SF-2 or other lease document.

- (B) The amount of adjustment will be determined by multiplying the base operating costs by the percent change in the revised Consumer Price Index (CPI) for wage earners and clerical workers, U.S. City average, all items figure, (1982-1984 = 100) published by the Bureau of Labor Statistics, U.S. Department of Labor.
- (C) The first percent change will be computed by comparing the index figure published for the month prior to the lease commencement date with the index figure published for the month before the anniversary date of the lease. For example, a lease commencing in June of 2001 would use the index published for May of 2001 and that figure would be compared with the index published for May of 2002 to determine the percent change.
- (D) Each successive adjustment shall use the percent difference between the prior year index figure and the current year index figure for the month before the next anniversary date of the lease. In the example used, the second adjustment would compare the CPI for May of 2002 with that of May of 2003 to determine the percent change. The percent change shall be applied to the escalated operating costs from the previous year. For example, if the initial operating costs were \$10,000 and the initial adjustment calculated under paragraph (C) above were \$250, then the operating costs to be used for the second adjustment calculation would be \$10,250.
- (E) Payment will be by permanently adding 1/12 of the adjustment to the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease. Payment of the adjusted rental rate will become due (for purposes of any interest due) on the first workday of the second month following the publication of the CPI for the month prior to the anniversary date (adjustment effective date).
- (F) If the Government exercises an option to renew the lease term annual adjustments will continue in the manner described above.
- (G) Change in base operating costs.
  - (i) If a change in the operating costs occurs for such things as commencement of daytime cleaning or expansion of space (where the expansion space is rented at the same rate as the original space), annual adjustments shall be calculated separately on the increase/decrease in operating costs. However, such adjustment shall be effective only after the increased costs have been in effect for at least one year. Therefore, for expansions not occurring on the anniversary date of the lease, the adjustment shall be due and payable on the anniversary date of the lease following the first anniversary date of the expansion. The first rent adjustment for the increase in base operating costs shall be calculated by comparing the CPI for the month before the effective date of the change in base operating costs (such as the expansion effective date) with the CPI for the month before the lease anniversary date. For subsequent adjustments, the increase in the base operating costs shall be added to the other escalated base operating costs and only one calculation shall be made.
  - (ii) In cases where an expansion of leased space occurs and the expansion space is rented at a different rate than the original space, the base operating costs shall be reestablished in the Supplemental Lease Agreement to take the additional space. The new base operating costs shall be a prorated blend of the escalated original base operating costs and the base operating costs for the new space from the GSA Form 1217 for the new space. The CPI's shall continue to be determined as specified in paragraph (D) above, and operating cost rental adjustments shall continue to be made on the anniversary date of the lease.
- (H) In the event of a decrease in the CPI during the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reduction will be determined in the same manner as increases in the rent provided under this clause.
- (I) The offer shall clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified on GSA Form 1364, Proposal to Lease Space, contained elsewhere in this SFO.

### 3.6 OPERATING COSTS BASE (SEP 2000)

The base for the operating costs adjustment will be established during negotiations based upon ANSI/BOMA Office Area square feet.

### 3.7 RENTABLE SPACE (SEP 2000)

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

### 3.8 ANSI/BOMA OFFICE AREA SQUARE FEET (NCR VARIATION - AUG 2002)

- A. For the purposes of this SFO, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- B. ANSI/BOMA Office Area square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ANSI/BOMA Office Area square feet shall be computed as if the deviation were not present. For



purposes of this solicitation, floor common area, including rest rooms, janitors closets, telephone and electrical closets, mechanical rooms, elevator lobbies, and public or fire safety egress corridors are not included.

**3.9 COMMON AREA FACTOR (SEP 2000)**

If applicable, the Offeror shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space).

**3.10 APPURTENANT AREAS**

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space.

**3.11 LIQUIDATED DAMAGES, GSAR 552.270-15 (SEP 1999)**

In case of failure on the part of the Lessor to complete the work within the time fixed in the lease contract or letter of award, the Lessor shall pay the Government as fixed and agreed liquidated damages, pursuant to this paragraph, the sum of \$300.00 for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies, which may be available under this lease or at law.

**3.12 VENDING FACILITIES (SEP 2000)**

A. Approximately \_\_\_\_\_ square feet of the ANSI/BOMA Office Area space in the "Amount and Type of Space" paragraph of the SUMMARY section of this SFO will be used for the operation of a vending facility(ies) by the blind under the provisions of the Randolph-Sheppard Act (United States Code 20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. The Lessor is required to provide necessary utilities and to make related alterations. The cost of the improvements will be negotiated, and payment will be made by the Government either on a lump-sum basis or a rental increase.

B. The Government will assure that the facility(ies) does not compete with other facilities having exclusive rights in the building. The Offeror shall advise the Government if such rights exist.

**3.13 ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (SEP 1999)**

A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate will be reduced.

B. The rate will be reduced by that portion of the costs per ANSI/BOMA Office Area square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 calendar days prior notice to the Lessor and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.

**3.14 RELOCATION ASSISTANCE ACT**

If an improved site is offered and new construction will result in the displacement of individuals or businesses, the successful Offeror shall be responsible for payment of relocation costs for displaced persons in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and 49 CFR Part 24.

**3.15 EVIDENCE OF CAPABILITY TO PERFORM (SEP 2000)**

**A. AT THE TIME OF SUBMISSION OF OFFERS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:**

1. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such commitments shall be signed by an authorized bank officer and at a minimum shall state: amount of loan; term in years; annual percentage rate; and length of loan commitment.
2. The name of the proposed construction contractor, as well as evidence of the contractor's experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the facility is located from the individual(s) and/or firm(s) providing architectural and engineering design services.
4. Compliance with local zoning laws or evidence of variances, if any, approved by the proper local authority.
5. Evidence of ownership or control of site.

**B. AFTER AWARD:**

Within 15 days after award, the successful Offeror shall provide to the Contracting Officer evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. Award of a construction contract for Tenant Improvements with a firm completion date.
3. Issuance of a building permit covering construction of the improvements.

### 3.16 CONSTRUCTION SCHEDULE

- A. Within 15 days after award of the lease contract, the successful Offeror shall submit to the Contracting Officer a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the Government's required occupancy date. Refer to the "Occupancy Date" paragraph in the SUMMARY section of this SFO. The finalized schedule shall be submitted no later than 30 days after award.
- B. The schedule shall include timing for completion of design and construction milestones including, but not limited to: 1) submittal of preliminary plans and specifications; 2) submittal of other working drawings; 3) issuance of a building permit; 4) completed construction documents; 5) start of construction; 6) completion of principal categories of work; 7) phased completion and availability for occupancy of each portion of the Government-demised area (by floor, block, or other appropriate category); and 8) final construction completion.

### 3.17 CONSTRUCTION SCHEDULE OF TENANT IMPROVEMENTS (SEP 2000)

The delivery schedule shall commence upon lease award, unless otherwise expressly agreed by the Lessor and Government as stated in the lease. The following provides detail for phases of delivery: 1) the generation of the design intent drawings; 2) the Government's approval of the design intent drawings; 3) the Lessor's generation of the Government's working/construction drawings; 4) the Government's review of the working/construction drawings; 5) the Lessor's construction of the subject leased area; and 6) the Government's acceptance of the Lessor's construction. Schedule is based upon calendar days unless otherwise specifically noted. References to "approval" shall mean such approval granted by the Contracting Officer. During the construction schedule, the Government may request regularly scheduled progress meetings and request that the Lessor keep meeting minutes of discussion topics and attendance. During design and construction, the Lessor may discover instances where the Government's directives conflict. In such cases, the Lessor shall immediately notify the Contracting Officer so that the Government may issue a determination as to how to proceed beyond the building shell. Time is of the essence and schedule may be phased or expedited as approved by the Government.

#### A. DESIGN INTENT DRAWINGS:

1. The Lessor shall prepare, at the Government's expense, and provide to the Government, for the Government's review, design intent drawings detailing the Tenant Improvements to be made by the Lessor within the Government's demised area within 30 days from award. The Lessor shall use best efforts to coordinate the provision of such information and details as required by the Government's architect to complete such drawings in a timely manner. Design intent drawings, for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space which include enough information to prepare construction drawings and shall consist of: 1) furniture locations, telephone and data outlet types and locations; 2) specifications necessary for calculation of electrical and HVAC loads; and 3) all finish/color/signage selections. Drawings shall clearly identify those "Green" items planned for in the Government's demised area for Government review.
2. *Review.* The Government retains the right to review, approve, and request modifications (if necessary) to the Lessor's design intent drawings prior to the Lessor's commencement of working/construction drawings. The Government shall perform all reviews of design intent drawings within 14 days of receipt of such from Lessor. Should the Government require that modifications be made to the Lessor's design intent drawings before approval can be granted, the Government shall state as such in writing to the Lessor, and the Lessor shall have seven (7) days to cure all noted defects before returning the design intent drawings to the Government for a subsequent review. Upon approval of the design intent drawings, a notice to proceed shall be transmitted to the Lessor, and the Lessor shall commence working/construction drawings for the space. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal, based on the Tenant Improvements and associated work as shown on the design intent drawings. This budget proposal shall be completed within 14 days of the Government's request. Delay of receipt of such proposal shall result in a Lessor delay.

#### B. WORKING/CONSTRUCTION DRAWINGS:

The Lessor shall prepare, out of the tenant improvement allowance, final working/construction drawings for the improvements illustrated on the Government-approved design intent drawings. The working/construction drawings shall include but is not limited to all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the Government-demised area. Working/construction drawings shall also be annotated with all applicable specifications. The resulting product shall reflect requirements, which are substantially the same as that specified by the Government-approved design intent drawings and shall incorporate neither extraneous additions nor deletions of requirements. The Lessor's working/construction drawings shall be due to the Government as agreed to in the project schedule. Working/construction drawings shall clearly identify 1) Tenant improvements already in place and 2) the work to be done by the Lessor or others. The Government may also require at the time of submission of working/construction drawings that the Lessor submit a written price proposal along with adequate cost and pricing data for any costs or credits to the Government, which are beyond the scope of the original SFO and its attachments. Any work shown on the working/construction drawings, which is building shell, shall be clearly identified as such.

#### C. REVIEW OF WORKING/CONSTRUCTION DRAWINGS:

The Government retains the right to review, and request modifications (if necessary) to, the Lessor's working/construction drawings prior to the Lessor's commencement of interior construction. The Government's review of the working/construction drawings is limited to the working/construction drawings' conformance to the specific requirements of the SFO and to the approved design intent drawings. The Government shall perform all reviews of working/construction drawings within 21 days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's working/construction drawings, the Government shall state such in writing to the Lessor, and the Lessor shall have up to 7 days to cure all noted defects before returning the working/construction drawings to the Government for a subsequent review. Upon complete Government review for conformance of the working/construction drawings to the design intent drawings, a notice of conformance shall be transmitted to the Lessor, and the Lessor shall commence competitive bidding of the Tenant Improvements. Notwithstanding the Government's review of the working/construction drawings, the Lessor is solely responsible and liable for the

technical accuracy of the working/construction drawings in meeting all requirements and provisions of the lease and the Government-approved design intent drawings.

**D. BIDDING PROCESS:**

At the Government's sole discretion, the Lessor shall:

1. Provide cost and pricing data in conjunction with the tenant alterations as specified by the Government in Form 3517 per the terms and conditions noted therein or,
2. Provide a price based upon the results of a competitive bid proposal process as follows:
  - (a) The scope of work includes the lease (including the SFO and all SFO attachments), the construction drawings/documents as prepared by the Lessor, and written specifications. In cases of discrepancies, the lease shall govern over any other documents. All differences will be resolved by the Contracting Officer in accordance with the terms and conditions of the lease.
  - (b) No building shell items shall be included in the competitive proposal.
  - (c) A minimum of three qualified contractors must be invited to participate in the competitive proposal process. Each participant must compete independently in the process.
  - (d) Each submitted proposal must be reviewed by the Government. The Government reserves the right to determine if bids meet with the scope of work, that the price is reasonable, and that the offeror is qualified to perform the work.
  - (e) The Government may elect to be represented at all negotiation sessions between the Lessor and potential contractors.
  - (f) The Lessor must certify to the Government that best efforts have been made to obtain the most competitive prices possible, that the Lessor shall accept responsibility for all prices through direct contracts with all contractors, and that all performance specifications of the lease shall be met. A certification form, provided by the Government, shall accompany the final bid package.
  - (g) The Lessor shall complete the competition and the cost proposal process in twenty-one (21) days or less from the date of issuance of completed construction documents. The Lessor shall accompany the bids with a recommendation for selection and with a summary in spreadsheet format comparing the bidders proposal and indicating the exceptions or variations proposed by the bidders.
  - (h) Once the Government determines that there is adequate competition, and upon the Government's acceptance of the Lessor's cost proposal based upon that competition (provided the Lessor selects the competition's lowest priced bid of a contractor qualified to perform the subject work), the Contracting Officer shall issue to the Lessor a Notice To Proceed within fourteen (14) days for the subject work, provided the cost is within the Government's budget for subject work. The NTP may be a partial or a complete NTP, and/or in the event the Lessor's cost proposals for the tenant alteration work exceeds the Government's budget, the Government may elect to have the working drawings be value engineered by the Lessor's construction and design team to meet the Government's budget. The cost of these modifications shall be paid by the Government.
  - (i) The Lessor shall complete the work within the time frame requirements of the SFO.

**E. CONSTRUCTION OF TENANT IMPROVEMENTS:**

The Lessor shall construct all Tenant Improvements in accordance with 1) the Government reviewed working/construction drawings and 2) all terms and conditions of the SFO. The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within fourteen (14) days of issuance of the notice to proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project.

**F. DELAYS:**

Delays by the city or county in issuance of a building permit after Lessor has applied for a permit with all due diligence and delays by city or county inspectors in completing inspections necessary to issue the Certificate of Occupancy for the building will be considered excusable delay. Owner agrees to provide the Government a copy of the application for the permit. Delays caused by the failure of Lessor to receive long-lead items requested by the Government shall be considered excusable delay provided that the Lessor has ordered such items in a timely manner. Lessor, if requested by the Government, must provide necessary documentation related to purchase of long-lead items.

Should either the Government or the Lessor fail to discharge their responsibilities as defined herein within the time allocated under the agreed upon construction schedule, such shall constitute "delay". Delay caused by either party may be offset by the early completion of that party's other responsibilities within the schedule. The absolute value of the number of days of one party's delay minus the number of days of the remaining party's delay shall equal the total number of days of delay for a given stage of the schedule. Delay shall be attributable to the party having caused the greatest number of days of delay and shall be termed either "Government Delay" or "Lessor Delay" as appropriate.

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If Government delay occurs, then the rent commencement date shall be the same number of days earlier than the acceptance date as the number of days of delay. Any rental paid by the Government prior to actual occupancy shall be less the cost for services and utilities (Base Cost of Services) of the vacant premises. In any event, the Government will not be required to accept space and commence rent prior to the original date as indicated in the "Occupancy Date" paragraph of the SFO, unless otherwise agreed to by the Government. Each day of Lessor Delay will increase the amount of free rent after occupancy by the Government on a day for day basis per subparagraph (G) "Delay" of this paragraph and the "Default in Delivery" paragraph of the GSA Form 3517.

**G. ACCEPTANCE OF SPACE:**

Seven (7) days prior to the completion of interior construction, the Lessor shall issue written notice to the Government to inspect the space. The Government shall have seven (7) days to inspect and to either accept or reject the subject space.

1. Substantially completed space will be accepted by the Government subject to the completion of minor punch list items. Space which is not substantially complete will not be accepted by the Government. Should the Government reject the Lessor's space as not substantially complete as defined herein, the Lessor shall immediately undertake remedial action and when ready shall issue a subsequent notice to inspect to the Government.
2. A copy of the building permit and a copy of the Certificate of Occupancy shall be provided to the contracting officer immediately upon Lessor's receipt.

**H. RENT COMMENCEMENT:**

The rent commencement date shall be the date of space acceptance for the premises made by the Government, as set forth in GSA Form 3517, unless delays occur as specified in subparagraph (G) "Delays" above.

**I. LEASE COMMENCEMENT:**

The Government shall issue a GSA Form 276, Supplemental Lease Agreement, to establish the lease commencement date after the acceptance of all space. In any case, the lease commencement date shall not be prior to the rent commencement date.

**3.18 PROGRESS REPORTS (SEP 2000)**

After start of construction, at the Government's discretion, the successful Offeror shall submit to the Contracting Officer, written progress reports at intervals of 14 days. Each report shall include information as to 1) percentage of the work completed by phase and trade; 2) a statement as to expected completion and occupancy date; 3) changes introduced into the work; and 4) general remarks on such items as material shortages, strikes, weather, etc. In addition, at the Government's discretion, the Lessor shall conduct weekly meetings to brief Government personnel and/or contractors regarding the progress of design and construction of the Government-demised area. Such meetings shall be held at a location to be designated by the Government.

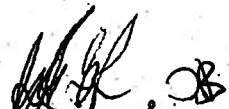
**3.19 CONSTRUCTION INSPECTIONS**

- A. Construction inspections will be made periodically by the Contracting Officer and/or designated technical representatives to review compliance with the SFO requirements and the final working drawings.
- B. Periodic reviews, tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of this SFO.

**3.20 REQUIRED PROOF OF AUTHORITY (NCR VARIATION - AUG 2002)**

As a condition of lease award, the Government will require one of the following forms of proof of signing authority before the Government executes the lease:

- A. General Partnership - Copy of Partnership Agreement
- B. Limited Partnership - Copy of Partnership Agreement or copy of current Certificate of Limited Partnership
- C. Corporation - Corporate Resolution certified by the Secretary of the Corporation or an Informal Action signed by the Board of Directors. The Resolution or Informal Action must approve the lease and indicate who has authority to sign for the corporation
- D. Joint Venture - Copy of Joint Venture Agreement
- E. Company - Copy of formation document indicating who can bind the company



#### 4.0 GENERAL ARCHITECTURE

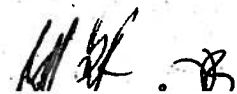
##### 4.1 QUALITY AND APPEARANCE OF BUILDING EXTERIOR (NCR VARIATION - AUG 2002)

The space offered shall be located in a modern office/warehouse building with a facade of stone, marble, brick, stainless steel, aluminum, or other permanent materials in good condition acceptable to the Contracting Officer. If not in a new office building, the space offered shall be in a building that has undergone, or will complete by occupancy, first class restoration or adaptive reuse for office space with modern conveniences. If the restoration work is underway or proposed, then architectural plans acceptable to the Contracting Officer shall be submitted as part of the offer. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically-pleasing appearance including an attractive front and entrance way. The building shall have energy-efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

Should new construction be proposed in response to this solicitation, the face of the building's exterior shall not be less than 50 feet to the protected/defended perimeter (i.e. any potential point of explosion). As an example, this would mean the distance from the building to the curb protected by bollards, planters, or other street furniture. Such potential points of explosion may be, but may not be limited to, such areas that could be accessible by any type of motorized vehicle (i.e. street, alley, sidewalk, driveway, parking lot)

##### 4.2 CONSTRUCTION WASTE MANAGEMENT (SEP 2000)

- A. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.
- B. The Offeror shall submit to the Government a proposal to dispose of or recycle construction waste. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government may permit alternative means of disposal. This requirement shall also apply to subsequent alterations under the lease.
- C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
1. ceiling grid and tile;
  2. light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs;
  3. duct work and HVAC equipment;
  4. wiring and electrical equipment;
  5. aluminum and/or steel doors and frames;
  6. hardware;
  7. drywall;
  8. steel studs;
  9. carpet, carpet backing, and carpet padding;
  10. wood;
  11. insulation;
  12. cardboard packaging;
  13. pallets;
  14. windows and glazing materials;
  15. all miscellaneous metals (as in steel support frames for filing equipment); and
  16. all other finish and construction materials.
- D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCB's) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous waste.
- E. In addition to providing "one-time" removal and recycling of large-scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.
- F. Construction materials recycling records shall be maintained and shall be accessible to the Contracting Officer. Records shall include materials recycled or landfilled, quantity, date, and identification of hazardous wastes.





**4.3 EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000)**

- A. Items and materials existing in the offered space, or to be removed from the offered space during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbishable condition and shall meet the quality standards set forth by the Government in this SFO. In the absence of definitive quality standards, the Lessor shall ensure that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.
- B. The Lessor shall submit a reuse plan to the Contracting Officer. The Government will not pay for existing fixtures and other Tenant Improvements accepted in place. However, the Government will reimburse the Lessor, as part of the Tenant Improvement Allowance, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the Contracting Officer.

**4.4 INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2000)**

- A. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their installation or use: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, and janitorial cleaning products.
- B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. A final flush-out period of 48 hours to 72 hours shall be provided before occupancy. The Lessor shall ventilate with 100 percent outside air at the recommended air change rate during installation of materials and finishes. Refer to the latest edition of American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*. If outside air would cause unacceptable inside temperature levels, humidity levels, and/or air quality, an alternate ventilation plan may be submitted to the Contracting Officer for approval.

**4.5 WORK PERFORMANCE (SEP 2000)**

All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to the Contracting Officer. The Contracting Officer retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other Government or private contracts.

**4.6 BUILDING SYSTEMS (JAN 1997)**

Whenever requested, the Lessor shall furnish at no cost to GSA a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease.

**4.7 SPACE EFFICIENCY (SEP 2000)**

The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government at its sole discretion.

**4.8 FLOOR PLANS AFTER OCCUPANCY**

Within 30 days after occupancy, as-built mylar reproducible full floor plans, scaled at 1/8" = 1'-0", showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer.

**4.9 CAD AS-BUILT FLOOR PLANS (NCR VARIATION - AUG 2002)**

- A. Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer at Lessor's cost and the Government shall be entitled to a thirty (30) day inspection period within which to evaluate the quality of the plans. In the event it is determined within the thirty (30) day inspection period that the plans are defective, the Lessor shall provide another set of plans to replace the defective set. Any additional plans will be at the cost of the Government. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on 3-1/2-inch double-sided, high density diskettes, or on CD-ROM. They shall be labeled with building name,

address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number and conform to "PBS Standards for CAD Deliverables" (OCT 2001) which are available by request or on the web at [http://www.gsa.gov/attachments/GSA\\_POLICIES/extpol/CADDeliverables\\_6.pdf](http://www.gsa.gov/attachments/GSA_POLICIES/extpol/CADDeliverables_6.pdf). The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the Contracting Officer.

- B. The Lessor shall be responsible to maintain CAD as-built floor plans at the tenant's expense with each improvement project, which occurs in the Government's space during occupancy. At the time of each update, the Lessor will be responsible to validate all measurements and construction features of the space. In the event that the tenant has made buildout improvements to the space without the Lessor's knowledge or consent, the Government will be responsible for the fair and reasonable design fees to update the as-built drawings.

**4.10 FLOORS AND FLOOR LOAD (SEP 2000)**

All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards, 2) non-slip, and 3) acceptable to the Contracting Officer. Underfloor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ANSI/BOMA Office Area square foot plus 20 pounds per ANSI/BOMA Office Area square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ANSI/BOMA Office Area square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

**4.11 EXITS AND ACCESS (SEP 1991)**

Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

**4.12 WINDOWS (NCR VARIATION - AUG 2002)**

- A. Office space must have "new" and modern, or "refurbished," windows acceptable to the Contracting Officer in each exterior bay. All windows shall be weather-tight. Air infiltration in exterior glazing systems must be no greater than .20 cfm/linear foot of sash perimeter, per ASTM E 783, at a static pressure of 6.24 psf. Windows shall have a fixed sash.
- B. Operable windows that open shall be equipped with locks. Off-street, ground level windows, and windows accessible from fire escapes or adjacent roofs must have exterior grilles or anti-intrusion alarm systems to deter forcible entry.
- C. In Government occupied space, applications of shatter resistant material, acceptable to the Government, shall be applied to exterior windows based on the Building Security Assessment. The material shall be maintained according to installation specifications.

**4.13 ACCESSIBILITY (SEP 2000)**

The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with both the ADAAG (36 CFR Part 1191, App. A) and the UFAS (41 CFR Part 101-19.6, App. A). Where standards conflict, the more stringent shall apply.

**4.14 LANDSCAPING (SEP 2000)**

- A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.
- B. Landscape management practices shall prevent pollution by:
1. employing practices which avoid or minimize the need for fertilizers and pesticides;
  2. prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
  3. composting/recycling all yard waste.
- C. The Lessor shall use landscaping products with recycled content as required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, [www.epa.gov/cpg](http://www.epa.gov/cpg).
- D. The Contracting Officer shall approve the landscaping to be provided.

## **5.0 ARCHITECTURAL FINISHES**

### **5.1 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)**

- A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this SFO and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at the [www.epa.gov/cpg/products.htm](http://www.epa.gov/cpg/products.htm) web site.
- B. The Offeror, if unable to comply with both the CPG and RMAN lists, shall submit a request for waiver for each material to the Contracting Officer with initial offers. The request for waiver shall be based on the following criteria:
1. the cost of the recommended product is unreasonable;
  2. inadequate competition exists;
  3. items are not available within a reasonable period of time; and
  4. items do not meet the SFO's performance standards.

### **5.2 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2000)**

- A. The Lessor shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose.
- B. Refer to EPA's environmentally preferable products web site, [www.epa.gov/opptintr/epp](http://www.epa.gov/opptintr/epp). In general, environmentally preferable products and materials do one or more of the following:
1. contain recycled material, are biobased, or have other positive environmental attributes;
  2. minimize the consumption of resources, energy, or water;
  3. prevent the creation of solid waste, air pollution, or water pollution; and
  4. promote the use of non-toxic substances and avoid toxic materials or processes.

### **5.3 LAYOUT, FINISHES, AND COLORBOARDS (NCR VARIATION - AUG 2002)**

- A. All building finishes shall be for first class, modern office/warehouse space.
- B. The Lessor shall consult with the Contracting Officer prior to developing a minimum of five (5) color boards to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and vinyl flooring. All samples provided shall be in compliance with specifications set forth elsewhere in this SFO. Required color boards shall be provided within seven (7) working days of the request for such by the Contracting Officer. The color boards shall be approved by GSA prior to installation. Upon review with the Tenant Agency(ies), a selection of ONE color board shall be made within seven (7) working days, and unless otherwise specified prior to lease award, the Offeror may assume that ONE color board will be accepted for all finishes in the entire space under lease. No substitutes may be made by the Lessor after the color board is selected.
- C. Samples of the building's common area finishes (elevator lobbies, common corridors, rest rooms, etc.) may be required by the Government as a component of the Lessor's offer. Additionally, Lessor is required to submit samples (five sets) of all finishes to be used for the Government demised area on a coordinated finish board.

### **5.4 WOOD PRODUCTS (SEP 2000)**

- A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States web site ([www.fscus.org](http://www.fscus.org)) or the Certified Forest Products Council web site ([www.certifiedwood.org](http://www.certifiedwood.org)).
- B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site: [www.certifiedwood.org/Resources/CITES/CITESContent.html](http://www.certifiedwood.org/Resources/CITES/CITESContent.html).
- C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

**5.5 ADHESIVES AND SEALANTS (SEP 2000)**

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals.

**5.6 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2000)**

A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.

B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.

C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578-91.

**5.7 CEILINGS (SEP 2000)**

A. Ceilings shall be at least 8 feet and no more than 11 feet measured from floor to the lowest obstruction in the office area only. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface-mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased space, with no obvious damage to tiles or grid.

B. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government-demised area.

C. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

D. Should the ceiling be installed in the Government-demised area prior to the Tenant Improvements, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during alterations, and subsequent re-assembly of any of the ceiling components which may be required to complete the Tenant Improvements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the alterations.

E. Ceilings shall be a flat plane in each room and shall be suspended with ample light fixtures and finished as follows unless an alternate equivalent is pre-approved by the Contracting Officer:

1. *Restrooms.* Plaster or pointed and taped gypsum board.

2. *Offices and Conference Rooms.* Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the Contracting Officer. Tiles or panels shall contain recycled content.

3. *Corridors and Eating/Galley Areas.* Plaster or pointed and taped gypsum board or mineral acoustical tile.

**5.8 WALL COVERINGS (SEP 2000)**

**A. BUILDING SHELL:**

**1. Physical Requirements.**

a. Prior to occupancy, all restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile in splash areas and 2) vinyl wall covering not less than 13 ounces per square yard as specified in Federal Specification (FS) CCC-W-408C on remaining wall areas or an equivalent pre-approved by the Contracting Officer.

b. Prior to occupancy, all elevator areas which access the Government-demised area and hallways accessing the Government-demised area shall be covered with vinyl wall coverings not less than 22 ounces per square yard as specified in FS CCC-W-408C or an equivalent pre-approved by the Contracting Officer.

2. *Replacement.* All wall covering shall be maintained in "like new" condition for the life of the lease. Wall covering shall be replaced or repaired at the Lessor's expense any time during the Government's occupancy if it is torn, peeling or permanently stained; the ceramic tile in the restrooms shall be replaced or repaired if it is loose, chipped, broken, or permanently discolored. All repair and replacement work shall be done during normal working hours.

**B. TENANT IMPROVEMENT INFORMATION:**

1. In the event the Government chooses to install wall covering as part of the Tenant Improvement Allowance, the minimum standard is established as vinyl or polyolefin commercial wall covering weighing not less than 13 ounces per square yard as specified in FS CCC-W-408C or equivalent. The finish shall be pre-approved by the Contracting Officer.

2. All wall covering in the Government-demised area shall be maintained in "like new" condition for the life of the lease. Repair or replacement of wall covering shall be at the Lessor's expense and shall include the moving and returning of furnishings, (except where wall covering has been damaged due to the negligence of the Government), any time during the occupancy by the Government if it is torn, peeling, or permanently stained. All repair and replacement work shall be done after working hours.

*[Handwritten initials]* & *[Handwritten initials]*

C. SAMPLES:

The Lessor shall provide at least five (5) samples of each type of wall covering to be installed for selection by the Contracting Officer.

5.9 PAINTING (SEP 2000)

A. BUILDING SHELL:

1. The Lessor shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Government-demised area shall be spackled and prime painted with low VOC primer. If any building shell areas are already painted prior to Tenant Improvements, then the Lessor shall repaint, at the Lessor's expense, as necessary during Tenant Improvements.
2. Public areas shall be painted at least every 3 years.

B. TENANT IMPROVEMENT INFORMATION:

1. Prior to occupancy, all surfaces within the Government-demised area which are designated by GSA for painting shall be newly finished in colors acceptable to GSA.
2. Where feasible, reprocessed or consolidated latex paint with zero or low VOC shall be used in accordance with EPA's CPG on all painted surfaces. The type of paint shall be acceptable to the Contracting Officer. The Lessor shall follow the manufacturer's recommendations for the application and maintenance of all paint products.
3. Painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if it is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done during normal working hours.
4. If the Government desires cyclical repainting during the term of the lease, the cost will be borne by the Tenant Agency.

5.10 DOORS: EXTERIOR (SEP 2000)

A. BUILDING SHELL:

1. Exterior doors shall be provided at the Lessor's expense unless explicitly requested by the Government in addition to those provided by the Lessor. Exterior doors shall be weather-tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.
2. These doors shall have a minimum clear opening of 32" wide x 80" high (per leaf). Doors shall be heavy-duty, flush, 1) hollow steel construction, 2) solid-core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically-pleasing appearance acceptable to the Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.

5.11 DOORS: INTERIOR (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:

Doors within the Government-demised area shall be provided as part of the Tenant Improvements at the Government's expense and shall have a minimum clear opening of 32" wide x 80" high. Doors shall meet the requirements of being a flush, solid-core, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, primed and finished with a low VOC semi-gloss oil based paint with no formaldehyde.

5.12 DOORS: HARDWARE (SEP 2000)

A. BUILDING SHELL:

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.

B. TENANT IMPROVEMENT INFORMATION:

Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All door entrances leading into the Government-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks, and strike plates. All locks shall be master keyed. The Government shall be furnished with at least two master keys for each lock.

5.13 DOORS: IDENTIFICATION (SEP 2000)

A. BUILDING SHELL:

All signage required in common areas unrelated to tenant identification shall be provided and installed at the Lessor's expense.



**B. TENANT IMPROVEMENT INFORMATION:**

Door identification shall be installed in approved locations adjacent to office entrances as part of the Tenant Improvement Allowance. The form of door identification shall be approved by the Contracting Officer.

**5.14 PARTITIONS: GENERAL (SEP 2000)**

**A. BUILDING SHELL:**

Partitions in public areas shall be marble, granite, hardwood, sheetrock covered with durable vinyl wall covering, or an equivalent pre-approved by the Contracting Officer.

**5.15 PARTITIONS: PERMANENT (SEP 2000)**

**A. BUILDING SHELL:**

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor at the Lessor's expense as necessary to surround the Government-demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by National Fire Protection Association (NFPA) Standard 101, *Life Safety Code*.

**5.16 PARTITIONS: SUBDIVIDING (SEP 2000)**

**A. BUILDING SHELL:**

Any demolition of existing improvements which is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

**B. TENANT IMPROVEMENT INFORMATION:**

1. Office subdividing partitions shall comply with applicable building codes and local requirements and shall be provided at the expense of the Government. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the design intent drawings. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).

2. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

3. Partitioning requirements may be met with existing partitions if they meet the Government's standards and layout requirements.

**5.17 FLOOR COVERING AND PERIMETERS (SEP 2000)**

**A. BUILDING SHELL:**

1. Exposed interior floors in primary entrances and lobbies shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, terrazzo, durable vinyl composite tile, or an equivalent pre-approved by the Contracting Officer. Resilient flooring, or an equivalent pre-approved by the Contracting Officer, shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, carpet base, or an equivalent pre-approved by the Contracting Officer.

2. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas unless another covering is pre-approved by the Contracting Officer.

**B. CARPET - REPAIR OR REPLACEMENT:**

1. Except when damaged by the Government, the Lessor shall repair or replace carpet at the Lessor's expense at any time during the lease term when:

- a. backing or underlayment is exposed;
- b. there are noticeable variations in surface color or texture; or
- c. tears and tripping hazards are present.

2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in this SFO.

**C. RESILIENT FLOORING - REPAIR OR REPLACEMENT:**

1. Except when damaged by the Government, the Lessor shall repair or replace resilient flooring at the Lessor's expense at any time during the lease term when:

- a. It has curls, upturned edges, or other noticeable variations in texture.

2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed during normal working hours.

**D. TENANT IMPROVEMENT INFORMATION:**

1. Floor covering shall be either carpet or resilient flooring, as specified in the Government's design intent drawings. Floor perimeters at partitions shall have wood, rubber, vinyl, carpet base, or an equivalent pre-approved by the Contracting Officer.
2. The use of existing carpet may be approved by the Contracting Officer; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement for new carpet.
3. If the Government requires restrooms and/or shower rooms in the Government-demised area, floor covering shall be terrazzo, unglazed ceramic tile, and/or quarry tile.

**E. INSTALLATION:**

Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

**F. SAMPLES:**

When floor covering is to be newly installed or changed, the Lessor shall provide the Government with a minimum of five (5) different color samples of each type of floor covering. The sample and color shall be approved by GSA prior to installation. No substitutes may be made by the Lessor after sample selection.

**5.18 CARPET TILE (SEP 2000)**

**A. Carpet shall be newly installed and meet the following specifications:**

1. *Pile Yarn Content.* Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF), soil-hiding nylon or polyethylene terephthalate (PET) resin.
2. *Environmental Requirements.* The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer.
3. *Carpet Pile Construction.* Carpet pile construction shall be tufted level loop, level cut pile, or level cut/uncut pile.
4. *Pile Weight.* Pile weight shall be a minimum of 26 ounces per square yard for level loop and cut pile. Pile weight shall be a minimum of 32 ounces per square yard for plush and twist.
5. *Secondary Back.* The secondary back shall be polyvinyl chloride, ethylene vinyl acetate, polyurethane, polyethylene, bitumen, or olefinic hardback reinforced with fiberglass.
6. *Total Weight.* Total weight shall be a minimum of 130 ounces per square yard.
7. *Density.* The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.
8. *Pile Height.* The minimum pile height shall be 1/8 inch. The combined thickness of the pile, cushion, and backing height shall not exceed 1/2 inch (13 mm).
9. *Static Buildup.* Static buildup shall be a maximum of 3.5 kilovolt, when tested in accordance with AATCC-134.
10. *Carpet Construction.* Carpet construction shall be a minimum of 64 tufts per square inch.

**5.19 ACOUSTICAL REQUIREMENTS (SEP 2000)**

**A. BUILDING SHELL:**

1. *Reverberation Control.* Ceilings in carpeted space shall have a noise reduction coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. Ceilings in offices, conference rooms, and corridors having resilient flooring shall have an NRC of not less than 0.65.
2. *Ambient Noise Control.* Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE *Handbook of Fundamentals* in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.
3. *Noise Isolation.* Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:
  - a. Conference rooms      NIC 40
  - b. Offices                      NIC 35
4. *Testing.*
  - a. The Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.
  - b. The requirements of this paragraph shall take precedence over any additional specifications in this SFO if there is a conflict.



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**5.20 WINDOW COVERINGS (SEP 2000)**

**A. TENANT IMPROVEMENT INFORMATION:**

1. *Window Blinds.* All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the Tenant Improvement Allowance. The blinds may be aluminum or plastic vertical blinds or horizontal blinds with aluminum slats of 1-inch width or less or an equivalent pre-approved by the Contracting Officer. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer.
2. *Draperies.* If draperies are required, the following minimum specifications shall apply:
  - a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be either floor-, apron-, or sill-length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from either the center, right, or left side.
  - b. *Construction.* Any draperies to be newly installed, shall be made as follows:
    - i. fullness of 100 percent, including overlap, side hems, and necessary returns;
    - ii. double headings of 4 inches turned over a 4-inch permanently finished stiffener;
    - iii. doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
    - iv. three-fold pinch pleats;
    - v. safety stitched intermediate seams;
    - vi. matched patterns;
    - vii. tacked corners; and
    - viii. no raw edges or exposed seams.
  - c. Use of existing draperies must be approved by the Contracting Officer.
3. *Samples.* A minimum of five (5) patterns and colors shall be made available to the Government for selection; shading of sample fabric shall not vary markedly from that of the final product.